

EXHIBIT D

VAR Technology Finance
2330 Interstate 30
Mesquite, TX 75150

Phone (972) 755 8200
Fax (972) 755 8210
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ORIGINAL



Exhibit A

Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the ____ day of _____, by and between VAR Technology Finance (hereinafter "We," "Us" or "Our") and Seare Home & Business Franchise, Inc. (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____ (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment - INCLUDE MAKE, MODEL, AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)
See attached Schedule A

Notwithstanding anything to the contrary contained herein, We may (i) insert the Lease number and any other information missing in this Schedule, including but not limited to correcting the Equipment description to accurately reflect the description provided for on the final invoice(s), (ii) make corrections to Your proper legal name and address, and (iii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost, or a payment miscalculation.

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 8472 Cedar St. Landa Center, OH 43072-7128

Original Term: 24 Months

Commencement Date of this Lease: _____

Lease Payment Option: \$1,254.41 per: ☒ Month ☐ Quarter
☐ Year ☐ Other:

Check here ☐ if Lease Payment amount includes sales/use tax

☒ 30.00 Lease Payment(s) due at the time this Schedule is signed, which shall be applied to the:
☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments, payments due in arrears

Security Deposit: \$ _____

Purchase Option at end of Original Term:

☐ None ☒ Fair Market Value as of end of Original Term
☐ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

VAR Technology Finance

By: X

Date: 3/21/17

Accepted and signed in Mesquite, TX

You: Seare Home & Business Franchise, Inc.

By: X

Name (Print): Larsen Sharp

Title: President

Date Signed: 2/9/17



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Schedule A

Sears Home & Business Franchise, Inc.

Quantity	Manufacturer	Description
1	DELL	SCv2020 iSCSI Dell6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 210Gb iSCSI Dual Controller auto negotiatingSCv20x0 6SN LicenseRedundant Power Supply, 580W(2) C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North AmericaRack RaisDell Hardware Limited Warranty Initial YearDell Hardware Limited Warranty Extended Year(s)Mission Critical Package: 4- Hour 7x24 On-Site Service with Emergency Dispatch, Initial YearMission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year ExtendedProSupport: 7x24 HW / SW Tech Support and Assistance, 3 YearProDeploy Dell Storage SC Series v2XXX SAN - DeploymentProDeploy Dell Storage 6C Series v2XXX SAN - Deployment Verification(12) Hard Drive Filler 2.5in, single blank(12) 1.92TB SAS 12Gb, Read Intensive SSD, 2.5

Lessee: Sears Home & Business Franchise, Inc.
Signature: [Signature]
Title: President

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Equipment Acceptance

Certificate of Acknowledgment and Acceptance of Leased Equipment
Lease Number: [REDACTED]

Lessee hereby acknowledges receipt of the equipment described in its Lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Lease. Lessee acknowledges that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by Lessor.

March 1 2017
Delivery Date of the Goods

Sears Home & Business Franchise, Inc.
Lessee

2/8/17
Date of Lease

IT Infrastructure Supervisor
Title

[Signature]
Signature

Jeffrey C. Lockwell
Print Name of Signer

BILLING CONTACT INFORMATION (Person in Charge of your Payables, Ex. AP Clerk, Controller, etc.)

Jeff C. Lockwell
(Contact Name and Title)

740-201-3121
(Contact Direct Phone Number and Ext.)

jeff.lockwell@searsfranchise.com
(Contact E-Mail Address)